

COTTONWOOD HEIGHTS

RESOLUTION NO. 2009-37

A RESOLUTION APPROVING ENTRY INTO AN INTERLOCAL AGREEMENT WITH SALT LAKE COUNTY FOR OVERLAY, CHIPSEAL AND SLURRY SERVICES

WHEREAS, *Utah Code Ann.* §11-13-5 provides that any two or more public agencies may enter into agreements with one another for joint or cooperative action following the adoption of an appropriate resolution by the governing body of each participating public agency; and

WHEREAS, the city of Cottonwood Heights (the "*City*") and Salt Lake County (the "*County*") desire to enter into an interlocal agreement to provide overlay, chipseal and slurry services ("*Paving Services*"); and

WHEREAS, the County desires to provide Paving Services within the City for the period of 1 July 2009 through 30 June 2010 on the terms and conditions specified in the attached "Interlocal Cooperation Agreement with Cottonwood Heights for Public Works Services--Overlay, Chipseal and Slurry Program 2009-2010" (the "*Paving Agreement*"); and

WHEREAS, the city council (the "*Council*") of the City met in regular session on 23 June 2009 to consider, among other things, approving the City's entry into the Paving Agreement; and

WHEREAS, the Council has reviewed the form of the Paving Agreement, a photocopy of which is annexed hereto; and

WHEREAS, the city attorney of the City has approved the form of the Paving Agreement as required by *Utah Code Ann.* §11-13-202.5(3); and

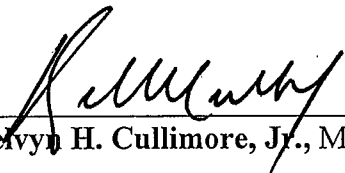
WHEREAS, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the City's residents to approve the City's entry into the Paving Agreement as proposed in order to make efficient use of the City's resources;

NOW, THEREFORE, BE IT RESOLVED by the city council of Cottonwood Heights that the attached Paving Agreement with the County is hereby approved, and that the City's mayor and recorder are authorized and directed to execute and deliver the Paving Agreement on behalf of the City.

This Resolution, assigned no. 2009-37, shall take effect immediately upon passage.

PASSED AND APPROVED this 23rd day of June 2009.

COTTONWOOD HEIGHTS CITY COUNCIL

By 
Kervyn H. Cullimore, Jr., Mayor



Linda W. Dunlavy, Recorder

VOTING:

Kelvyn H. Cullimore, Jr.	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Gordon M. Thomas	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
J. Scott Bracken	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Don J. Antczak	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Bruce T. Jones	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>

DEPOSITED in the office of the City Recorder this 23rd day of June 2009.

RECORDED this 24th day of June 2009.

WST\CH\524865.1

**INTERLOCAL COOPERATION AGREEMENT
WITH
CITY OF COTTONWOOD HEIGHTS
FOR
PUBLIC WORKS SERVICES**

*Overlay, Chipseal and Slurry Program
2009-2010*

THIS AGREEMENT is made and entered into the ____ day of _____, 2009, by
and between CITY OF COTTONWOOD HEIGHTS, a municipal corporation of the State of
Utah, hereinafter called "CITY" and SALT LAKE COUNTY, a body corporate and politic of the
State of Utah, hereinafter called "COUNTY."

W I T N E S S E T H

WHEREAS, the CITY desires to contract with the COUNTY for the public works
services described in *Exhibit A*, attached hereto; and

WHEREAS, the Parties are local governmental units and are therefore authorized under
the Utah Interlocal Cooperation Act, Section 11-13-101, et seq., to enter into agreements with
each other which enable them to make the most efficient use of their powers.

THEREFORE, in consideration of the mutual covenants and promises set forth herein,
the Parties agree as follows:

1. The COUNTY, through its Public Works Department, Operations Division, will
provide to CITY the services described in *Exhibit A*. Said services shall be performed to the
same standards and in the same manner as those performed on COUNTY property.

2. The COUNTY will complete the services on or before June 30, ²⁰¹⁰~~2009~~; unless weather or other circumstances beyond the control of COUNTY prevent completion of the services by such date.

3. The CITY shall pay to the COUNTY \$ 860,000.00 for the services performed under this Agreement as set forth in *Exhibit A*. Upon completion of the services, the COUNTY shall send CITY an invoice for the services which the CITY agrees to pay within thirty (30) days.

4. The Parties agree that the CITY shall determine the amount of services to be provided by the COUNTY, under *Exhibit A*, and the contract amount may accordingly be adjusted to reflect the actual amount of services requested. However, the CITY agrees that it will pay the COUNTY at least that minimum amount in the contract year as is set out in *Exhibit A*, in order to cover the COUNTY's base costs of providing CITY services.

5. The CITY and COUNTY are governmental entities under the Utah Governmental Immunity Act. Consistent with the terms of the Act, and as provided herein, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officers or employees. Neither party waives any defenses otherwise available under the Act nor does any party waive any limits of liability currently provided by the Act. The Parties agree to indemnify each other and hold each other harmless from any damages or claims for damages occurring to persons or property as a result of the negligence or fault of their own officers, employees or agents involved in the matter pertaining to this Agreement.

6. No separate entity is created by this Agreement; however, to the extent that any administration of this Agreement becomes necessary, then the public works directors of both Parties, or their designees, shall constitute a joint board for such purpose.

7. In the event that any property is acquired by the Parties jointly for the undertaking, and paid for by both of them, then it shall be divided as the Parties' representatives shall agree, or, if no Agreement is reached, then it shall be divided according to their respective payments for property, or if it cannot be practically divided, then the property shall be sold and the proceeds divided according to the Parties' proportionate share of the purchase of the item of property. If property is purchased at one party's sole expense in connection with this Agreement, then the property so purchased shall be and remain the property of the party which purchased it.

8. This Agreement may be terminated (with or without cause) by either party upon at least ninety (90) days prior written notice to the other party. Payment shall be made for all work performed prior to termination.

9. This Agreement constitutes the entire Agreement between the Parties, and no other promises or understandings, express or implied, shall be binding upon the Parties. No amendment to this Agreement shall be effective unless made in writing and signed by the Parties.

IN WITNESS WHEREOF, the Parties do execute this Agreement on the day and year first set forth above.

SALT LAKE COUNTY

APPROVED AS TO FORM
Salt Lake County District Attorney's Office
By *Adam Anderson*
Deputy District Attorney
Date 18 MAY 2009

By _____
Mayor or Designee

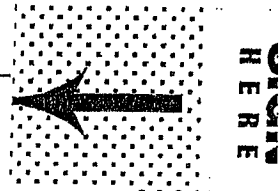
STATE OF UTAH)
 : ss.
County of Salt Lake)

On this _____ day of _____, 2009, personally appeared before me
_____, who being duly sworn, did say that (s)he is the
_____ of Salt Lake County, Office of
Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority
of law.

Notary Public
Residing in Salt Lake County, Utah

CITY OF COTTONWOOD HEIGHTS

By _____
City Manager



ATTEST:

City Recorder
rt.word.ctnwdheights-2009chipseal-gja

Approved as to form:

W.S.L.

Wm. Steven Toppani, City Attorney
23 June 2009

**Cottonwood Heights 2009-2010
Pavement Project Estimates
Exhibit A**

Overlay	\$	540,000.00
Slurry Seal	\$	140,000.00
Prep Work		
Crack Sealing	\$	100,000.00
Mechanical Patching	\$	80,000.00
Total:	\$	860,000.00

Overlay and Chipseal projects include the following:

Edge Milling (Overlay only)

Sweeping

Striping

Traffic Control

Slurry Seal Projects include the following:

Pre-Sweep of the area by the slurry seal contractor.

Traffic Control by the slurry seal contractor.

Post- Sweep of the slurry area to be handled by the city's sweeping contractor. (the estimate does not include the post-sweep)

The minimum contract amount is based on actual costs to purchase, own, operate, and maintain the equipment and materials, and to employ the people necessary, to provide snow removal services in the CITY. The CITY shall pay this minimum contract amount to the County to cover these costs. The minimum contract amount may be adjusted by modifying snow removal routes. Only services provided by Salt Lake County Public Works Operations crews under this agreement and the pavement maintenance agreement will count towards the minimum contract amount. Contracted work (slurry seal, etc.), new traffic signal construction, and work outside the contract are excluded from the minimum contract amount.

Total PW Services Contract Amount	\$ 780,000
Total Pavement Maintenance Contract Amount	\$ 860,000
Grand Total	\$ 1,640,000
Minimum Contract Amount	\$ 1,530,000